

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID J		PAGE OF 1 2	
2. AMENDMENT/MOD. NO. P00001		3. EFFECTIVE DATE 20 JAN/2011		4. REQUISITION NO.: N00383-08-Y-4901		5. PROJECT NO. (if applicable)	
6. ISSUED BY: U.S. NAVAL INVENTORY CONTROL POINT 700 ROBBINS AVENUE PHILADELPHIA, PA 19111		CODE: N00383		7. ADMINISTERED BY (if other than item 6) DCMA VA 10500 Battlesview Parkway Suite 200 Manassas, VA 20109-2342		CODE: S2404A	
8. NAME AND ADDRESS OF CONTRACTOR Maritime Helicopter Support Company (MHSCO) ATTN: Mr. Rod Skotty 2510 Hunter Place, Suite 201 and 202 Woodbridge, VA 22192-3932				9A. AMENDMENT OF SOLICITATION NO. +			
				9B. DATED (see item 11):			
				10A. MODIFICATION OF CONTRACT/ORDER NO. X N00383-11-D-003F			
CODE 1QPG2		FACILITY CODE:		10B. DATED (see item 13): 31 DECEMBER 2010			

11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is not extended. Offers must acknowledge this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods: (a) By completing items 8 and 15 and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

NO CHANGE

13. THIS ITEM APPLIES TO MODIFICATIONS OF CONTRACTS-ORDERS	
↑	A. This change order is issued pursuant to: The changes set forth in item 14 are made in the contract/order in item 10A.
	B. The above numbered contract/order is modified to reflect the administrative changes set forth in item 14.
X	C. This supplemental agreement is entered into by mutual agreement of the parties.
	D. Other: This unilateral modification is issued pursuant to the

E. IMPORTANT: Contractor ☒ is ☐ is not required to sign this document and return 5 copies to the issuing office (attn: 02422)

14. DESCRIPTION OF AMENDMENT/MODIFICATION

The purpose of this modification is to incorporate Clause 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements. (SEE NEXT PAGE FOR CLAUSE).

All other terms and conditions remain unchanged.

Distribution: DCMA-S2404A; DFAS-HQ0338; Contractor; 0234.21

18A. NAME AND TITLE OF SIGNER (Type/print) Paul Halverson, Contracts Director		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type/print) B. Golden, Contracting Officer	
16B. CONTRACTOR/OFFERER (signature) 		16B. UNITED STATES OF AMERICA 	
15C. DATE SIGNED 11/13/11		16C. DATE SIGNED 11/20/2011	

FORM 7540-01-132-8070 PREVIOUS EDITION UNUSABLE 30-105 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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Clause 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements:
As prescribed in 222.7405, use the following clause:

RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS
(DEC 2010)

(a) Definitions. As used in this clause—

"Covered subcontractor" means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

"Subcontract" means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract there under.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

(End of clause)